

## CALIFORNIA COASTAL COMMISSION

CENTRAL COAST DISTRICT OFFICE  
725 FRONT STREET, SUITE 300  
SANTA CRUZ, CA 95060  
(831) 427-4863 FAX (831) 427-4877  
[www.coastal.ca.gov](http://www.coastal.ca.gov)

**W6**

# CENTRAL COAST DISTRICT (SANTA CRUZ) DEPUTY DIRECTOR'S REPORT

*For the*

*May Meeting of the California Coastal Commission*

## MEMORANDUM

Date: May 9, 2007

TO: Commissioners and Interested Parties  
FROM: Charles Lester, Central Coast District Deputy Director  
SUBJECT: *Deputy Director's Report*

Following is a listing for the waivers, emergency permits, immaterial amendments and extensions issued by the Central Coast District Office for the May 9, 2007 Coastal Commission hearing. Copies of the applicable items are attached for your review. Each item includes a listing of the applicants involved, a description of the proposed development, and a project location.

Pursuant to the Commission's direction and adopted procedures, appropriate notice materials were sent to all applicants for posting at the project site. Additionally, these items have been posted at the District office and are available for public review and comment.

This report may also contain additional correspondence and/or any additional staff memorandum concerning the items to be heard on today's agenda for the Central Coast District.

***EXTENSION - IMMATERIAL***

1. 3-00-164-E2 Mr. Wendell Chambers (Live Oak, Santa Cruz County)

***TOTAL OF 1 ITEM***

**DETAIL OF ATTACHED MATERIALS****REPORT OF EXTENSION - IMMATERIAL**

<i>Applicant</i>	<i>Project Description</i>	<i>Project Location</i>
<b>3-00-164-E2</b> Mr. Wendell Chambers	Request to extend the expiration date of coastal development permit (CDP) 3-00-164 by one-year to April 15, 2008. CDP 3-00-164 provides for the reconstruction of a deck and revetment seaward of a blufftop residence.	101 26th Avenue (bluffs and beach seaward of 101 26th Avenue, immediately adjacent to the 26th Avenue Beach public coastal access overlook and stairway), Live Oak (Santa Cruz County)

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April 25, 2007

## **NOTICE OF EXTENSION REQUEST FOR COASTAL DEVELOPMENT PERMIT**

Notice is hereby given that: **Mr. Wendell Chambers**  
has applied for a one year extension of Permit No: **3-00-164-E2**  
granted by the California Coastal Commission on: **April 15, 2004**

for **Request to extend the expiration date of coastal development permit (CDP) 3-00-164 by one-year to April 15, 2008. CDP 3-00-164 provides for the reconstruction of a deck and revetment seaward of a blufftop residence.**

at **101 26th Avenue (bluffs and beach seaward of 101 26th Avenue, immediately adjacent to the 26th Avenue Beach public coastal access overlook and stairway), Live Oak (Santa Cruz County)**

Pursuant to Section 13169 of the Commission Regulations the Executive Director has determined that there are no changed circumstances affecting the proposed development's consistency with the Coastal Act. The Commission Regulations state that "if no objection is received at the Commission office within ten (10) working days of publishing notice, this determination of consistency shall be conclusive. . . and the Executive Director shall issue the extension." If an objection is received, the extension application shall be reported to the Commission for possible hearing.

Persons wishing to object or having questions concerning this extension application should contact the district office of the Commission at the above address or phone number.

Sincerely,  
PETER M. DOUGLAS  
Executive Director

  
By: STEVE MONOWITZ  
District Manager

cc: Local Planning Dept.

Powers Land Planning, Inc., Attn: Ron Powers

## CALIFORNIA COASTAL COMMISSION

CENTRAL COAST DISTRICT OFFICE  
725 FRONT STREET, SUITE 300  
SANTA CRUZ, CA 95060  
(831) 427-4863



## Memorandum

May 9, 2007

To: Commissioners and Interested Parties

From: Charles Lester, Deputy Director, Central Coast District

Re: Additional Information for Commission Meeting Wednesday, May 9, 2007

<u>Agenda Item</u>	<u>Applicant</u>	<u>Description</u>	<u>Page</u>
W8b, SLO-MAJ-2-04 Part	San Luis Obispo Co.	Withdrawn	1
W8c, SCO-MAJ-06	Santa Cruz County	Correspondence	3
W9a, A-3-MCO-07-013	Doud	49-Day Waiver	4
W10a, A-3-SLO-05-072	Patague	Correspondence	5
W11a, A-94-78-A1	Cornell	Postponement	29

w8b



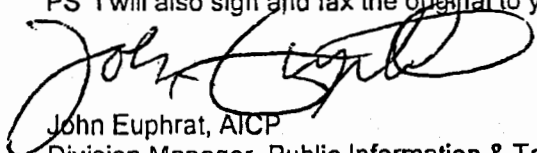
John  
Euphrat/Planning/COSLO  
04/24/2007 04:01 PM

To "Steve Monowitz" <smonowitz@coastal.ca.gov>  
cc Kami Griffin/Planning/COSLO@Wings  
bcc

Subject Re: Withdrawal and Resubmittal of SLO LCPA 1-04

Steve, this email may be considered as the withdrawal and resubmittal plan for San Luis Obispo County LCP Amendment No. SLO-MAJ-2-04 Part 1 (Minimum Parcel Sizes and Agriculture Cluster Divisions, with details as described below in your message. We will provide you with corrections to the typographical errors in the submittal within the next two weeks in order to ensure that it can be processed in time for the Commission's July meeting. Thanks and we look forward to scheduling time next month to work together on completing this and the Cambria and Estero LCP amendments for the Commission's meeting in San Luis Obispo.

PS I will also sign and fax the original to your office.



John Euphrat, AICP  
Division Manager, Public Information & Technology  
San Luis Obispo County Dept. of Planning & Building  
805 781-5194  
"Steve Monowitz" <smonowitz@coastal.ca.gov>

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APR 24 2007

CALIFORNIA  
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CENTRAL COAST AREA



"Steve Monowitz"  
<smonowitz@coastal.ca.gov>  
>

04/24/2007 03:31 PM

To <jeuphrat@co.slo.ca.us>  
cc

Subject Withdrawal and Resubmittal of SLO LCPA 1-04

Dear Mr. Euphrat,

As you know, the Commission's deadline for acting on San Luis Obispo County Local Coastal Program Amendment No. 2-04 Part 1 (Agricultural Land Division and Clustering Ordinance) expires on May 16, 2007 and can not be extended any further. A primary reason for this is that two other major SLO LCP amendments, submitted after LCPA 2-04, were prioritized for processing by the County. In order to provide the additional time needed to address the issues of LUP consistency and apparent errors in the local administrative record associated with LCPA 2-04 Part 1 (described in prior correspondence), you have indicated that the County will withdraw the current submittal, and resubmit the amendment with the necessary corrections to the record. You have also indicated that it is within the delegated authority of the staff to withdraw and resubmit the amendment. **I would greatly appreciate it if you could confirm this, in writing, as soon as possible.**

As we discussed, the resubmitted amendment will be reviewed for completeness within 10 working days of its submittal (in accordance with Section 13553 of the Commission's Regulations), and acted on by the Commission within 60 days following a determination of completeness (per Coastal Act Section 30514) unless extended as provided by Coastal Act Section 30517. I understand that it is the County's desire to schedule the resubmitted amendment for the Commission's July meeting in San Luis Obispo County, and I look forward to discussing this possibility with you in conjunction with other pending

amendments at our next coordination meeting. In the mean time, please feel free to contact me with any questions or concerns.

Sincerely,  
*Steve Monowitz*  
*District Manager*  
*California Coastal Commission*  
*Central Coast District*  
*725 Front Street, Suite 300*  
*Santa Cruz, CA 95060*  
*(831) 427-4863*

W8C

DAVID A. FOSTER  
118 Miles Street  
Santa Cruz, CA 95060  
(831) 469-4923

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APR 30 2007

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CENTRAL COAST AREA

**April 27, 2007**

California Coastal Commission  
Central Coast District Office  
725 Front Street, Suite 300  
Santa Cruz, CA 95060

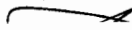
**RE: LCP AMENDMENT NO. SCO-MAJ-1-06 ITEM NO: W8C**  
**Support for Large Family Child Care Homes**

Dear Commissioners:

I am writing in support of allowing Large Family Child Care Homes in non-residential zones.

I worked for five years through the Santa Cruz County Office of Education providing technical assistance to child care providers who wanted to open or expand their own family child care homes. What I found was that the Small Family Child Care Homes really only worked when the family already owned their home and already had a second bread-winner in the household. Large family child care homes had a much greater chance of being financially sustainable and allowed for the inclusion of additional trained assistant child care professionals making for a more consistent and reliable program. Large Family Child Care Homes offer the extra care and attention that centers sometimes can't provide while also being more consistent in their quality than smaller family child care homes.

The inclusion of Large Family Child Care Homes in all zones allows for the greatest change that child care will be located in areas that are most convenient for families. Only heavy industrial zoned areas or other areas of high hazard should exclude Large Family Child Care Homes. Please vote in favor of Large Family Child Care Homes.

Sincerely,   
Signature(s) on file.

David Foster



Jonathan Wittwer  
William P. Parkin  
Brett W. Bennett

**WITTWER & PARKIN, LLP**

147 SOUTH RIVER STREET, SUITE 221  
SANTA CRUZ, CALIFORNIA 95060  
TELEPHONE: (831) 429-4055  
FACSIMILE: (831) 429-4057  
E-MAIL: office@wittwerparkin.com

PARALEGAL

Miriam Celia Gordon

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MAY 07 2007

CALIFORNIA  
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May 7, 2007

**Hand Delivered**

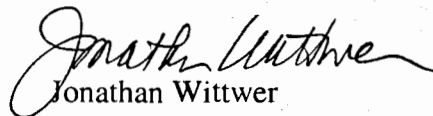
California Coastal Commission  
c/o Central Coast District Office  
725 Front Street, Suite 300  
Santa Cruz, CA 95060

**Re: Santa Cruz County LCP Amendment No. SCO-MAJ-1-06  
Large Family Childcare Homes  
Item No. 8.c on May 9, 2007 Agenda**

Dear Members of the California Coastal Commission:

This office represents the Crest Drive Neighbors. We write to express our support of the Coastal Commission Staff Report regarding LCP Amendment No. SCO-MAJ-1-06 (Large Family Childcare Homes). This will allow such Homes in numerous zones where County regulations currently do not allow them, but will continue the current County regulations which do not allow such use in agricultural zones. The Staff Report is well-reasoned and consistent with the official recommendation made by the County Agricultural Policy Advisory Committee (APAC) and the position of the Santa Cruz County Farm Bureau. We appreciate the hard work of the Coastal Commission Staff.

Sincerely,



Jonathan Wittwer  
Wittwer & Parkin, LLP

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CENTRAL COAST DISTRICT OFFICE  
725 FRONT STREET, SUITE 300  
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PHONE: (831) 427-4863  
FAX: (831) 427-4877

W9a



## Waiver of 49 Day Rule for an Appeal of a Local Government Coastal Development Permit Decision

Local Government Application Number: PLN050722

Coastal Commission Appeal Number: A-3-MCO-07-013

Applicant Name: John Edward & Jane Devine Doud, Trs.

Appeal Filing Date: 3/29/2007

I hereby waive my right to a hearing of the above-referenced appeal within 49 days after the appeal has been filed as established by Public Resources Code Sections 30621 and 30625(a). I understand that the local decision approving my coastal development permit application has been stayed and that I have no authorized permit to proceed with my project until the California Coastal Commission takes a final action on the project or the appeal is withdrawn. I also understand that the first Coastal Commission hearing on my item may only be a determination as to whether the appeal raises a "substantial issue." If substantial issue is found, the de novo hearing on the merits of the project may be continued to a subsequent meeting. Although I understand that the Commission may not be able to honor my scheduling requests, I request that the referenced appealed project be scheduled for August, 2007

[Applicant or Applicant's Authorized Representative must sign and date below.]

Mahd D Ching  
Signature of Applicant or Applicant's Authorized Representative

4.26.07  
Date

Attorney for John Doud

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APR 26 2007

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A LAW CORPORATION

Shaunna Sullivan / Principal  
Emily Mouton / Associate

May 3, 2007

W10a  
**RECEIVED**

MAY 04 2007

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CENTRAL COAST AREA

California Coastal Commission  
c/o Katie Morange  
Central Coast District Office  
725 Front Street, Suite 300  
Santa Cruz, CA 95060

Via California Overnight  
Via Facsimile (831) 427-4877

*Re: CCC Appeal No. A-3-SLO-05-072  
Agenda No. W18a  
Patague, Graciano and Teodora; APN # 074-222-002*

Dear Commissioners and Ms. Morange:

I represent Graciano and Teodora Patague, owners of real property in Los Osos, California, which is the subject of the California Coastal Commission (hereinafter "CCC") appeal referred to above. First, let me thank you for taking our comments into consideration at the April hearing on this matter, wherein you agreed that staff's prior written recommendation of denial of a conditional certificate of compliance for this parcel would be improper. Unfortunately, staff has now recommended reconditioning the certificate so extensively that we again request that this Commission reject the conditions set forth in the staff recommendation.

My clients have owned the subject property since they purchased it in 1971. On November 19, 1979, a Notice of Violation was recorded against the Patagues' parcel due to the alleged illegal subdivision of adjacent property in 1964. The alleged illegal subdivision occurred seven years prior to the Patagues' purchase, and the Notice of Violation for such illegal subdivision was not recorded until almost fifteen years after the alleged violation, and eight years after the Patagues purchased their lot. The Patagues did not have anything to do with the alleged illegal subdivision, nor did they have any notice or indication that their parcel was subject to a notice of violation at the time of purchase.

The Patagues are both seventy-four (74) years old. They are elderly and in ill-health, and have been attempting to sell the subject parcel for years. They discovered the recorded Notice of Violation when their sale fell out of escrow approximately three years ago. The Patagues are in need of resolving this matter so that they may go on to sell the property for

their retirement. The San Luis Obispo County Subdivision Review Board issued a Conditional Certificate of Compliance (hereinafter "CCOC") to the Patagues on September 12, 2005. Although the conditions were thought to reach far beyond what is allowed by the law, the Patagues agreed to the County's conditions on the condition precedent that the CCOC would be immediately approved and finalized, and the notice of violation removed so they could sell their property. Additionally, our clients have acted in reliance on the County's CCOC and applied for and recorded a Notice of Voluntary Merger for the subject parcel. Of course, now even the County's CCOC has been appealed by the CCC. We submit the following arguments in opposition to the CCC appeal, which is on the May agenda for hearing.

**I. The Notice of Violation Was Improperly Recorded and the California Government Code Establishes the Patagues' Parcel as a Legal Lot.**

It is our position that the Notice of Violation was improperly recorded against the Patague property and a Certificate of Compliance should have been issued declaring the lot to be a legal one for the following reasons. First, the Notice of Violation filed against the Patagues' parcel has been traced back to a 1964 transfer of an adjacent well site consisting of less than one-tenth of an acre to Los Osos Valley Memorial Park. The Subdivision Review Board found that the transfer of the well site violated the Subdivision Map Act minimum parcel size requirements and 15 years later recorded notices of violation on portions of the parcel not transferred to the cemetery, including the subject parcel. (Strangely, no notice of violation has ever been recorded against the illegal well site transfer.) The Los Osos Valley Memorial Park was established as an endowment care facility in 1962, continues to operate as a cemetery, and the transfer of the well site to the park should have been exempted from Subdivision Map Act provisions. Section 66412 states that the Subdivision Map Act does not apply to "land dedicated for cemetery purposes under the Health and Safety Code." Because the 1964 well site transfer was a legally exempted subdivision and transfer, no legal basis exists for the Notice of Violation.

Second, California Government Code §66412.6 requires certain parcels created prior to March 4, 1972 to be conclusively presumed to have been lawfully created. Section 66412(b) states, "any parcel created prior to March 4, 1972, shall be conclusively presumed to have been lawfully created if any subsequent purchaser acquired that parcel for valuable consideration without actual or constructive knowledge of a violation of this division or the local ordinance." The Patagues' parcel was created by their predecessors in interest prior to the Patagues' 1971 purchase date, which was well before March 4, 1972. The Patagues had no notice of any violation when they bought their property, and thus, the Government Code mandates that their lot be *conclusively presumed to have been lawfully created*. The presumption created for bonafide purchasers takes into account any illegalities in the property which the purchasers had no actual or constructive notice of at the time of purchase,

including minimum parcel sizes. Clearly, any inconsistent requirements of the San Luis Obispo County LCP will not serve to negate the protections afforded a bonafide purchaser under the Government Code.

**II. A Conditional Certificate of Compliance for the Patagues' Parcel Can Only Be Conditioned on Those Restrictions Which Were in Effect in 1971.**

Government Code §66499.35 provides that whether the county determines that a parcel complies or doesn't comply with the provisions of the Subdivision Map Act and local ordinances, the county *shall* file a certificate of compliance or a conditional certificate of compliance for the parcel. Even if some discretion in conditioning the certificate is available to the County, a CCOC must be granted in accordance with the standards that would have been applied to the property at the time the Patagues acquired their interest in 1971. Government Code §66499.35 states that the local agency may impose conditions on the granting of a certificate of compliance "as would have been applicable to the division of the property at the time the applicant acquired his or her interest therein." Therefore, any conditions proposed by the County (or Coastal Commission) which were not in effect in 1971 are immaterial and cannot be utilized to deny or otherwise condition a certificate of compliance. The CCC staff report, on page 7, claims that:

"The creation of new parcels through a CCOC constitutes development under the Coastal Act (Public Resources Code Section 30106) and must also therefore be found consistent with the policies and implementing ordinances of the LCP by obtaining a Coastal Development Permit (see CZLUO Section 21.08.030(a) cited below). The Coastal Commission may approve or deny a CCOC pursuant to this authority, and is not constrained by the Map Act in this regard."

However, the staff's premise for asserting that the CCC can disregard Subdivision Map Act requirements is faulty. This is not a newly created parcel - the parcel has existed since 1971 but has a notice of violation recorded against it under the Subdivision Map Act. The staff improperly used the Subdivision Map Act to claim a violation exists requiring this land use application, but simultaneously claims that the provisions of the Subdivision Map Act do not apply or supercede later adopted LCP standards. In any event, the creation of new parcels through a CCOC *does not* constitute development under the Coastal Act section cited in the staff report. That section defines development as follows:

"'Development' means, on land, in or under water, the placement or erection of any solid material or structure; discharge or disposal of any dredged material or of any gaseous, liquid, solid, or thermal waste; grading, removing, dredging, mining, or extraction of any materials; change in the density or

intensity of use of land, *including, but not limited to, subdivision pursuant to the Subdivision Map Act* (commencing with Section 66410 of the Government Code), and any other division of land, including lot splits, except where the land division is brought about in connection with the purchase of such land by a public agency for public recreational use; change in the intensity of use of water, or of access thereto; construction, reconstruction, demolition, or alteration of the size of any structure, including any facility of any private, public, or municipal utility; and the removal or harvesting of major vegetation other than for agricultural purposes, kelp harvesting, and timber operations which are in accordance with a timber harvesting plan submitted pursuant to the provisions of the Z'berg-Nejedly Forest Practice Act of 1973 (commencing with Section 4511). As used in this section, "structure" includes, but is not limited to, any building, road, pipe, flume, conduit, siphon, aqueduct, telephone line, and electrical power transmission and distribution line."

Clearly, the creation of a new parcel through issuance of a CCOC *does not* constitute development under section 30106, cited in the staff report. In turn, subdivisions under the Subdivision Map Act are defined as:

"The division, by any subdivider, or any unit or units of improved or unimproved land, or any portion thereof, shown on the latest equalized county assessment roll as a unit or as contiguous units, for the purpose of sale, lease or financing, whether immediate or future except for leases of agricultural land for agricultural purposes. Property shall be considered as contiguous units, even if it is separated by roads, streets, utility easement or railroad rights-of-way. 'Subdivision' includes a condominium project, as defined in Section 1350 of the Civil Code, a community apartment project, as defined in Section 11004 of the business and Professions Code, or the conversion of five or more existing dwelling units to a stock cooperative, as defined in Section 11003.2 of the Business and Professions Code. As used in this section, 'agricultural purposes' means the cultivation of food or fiber or the grazing or pasturing of livestock."

Again, this definition does not in any way equate the issuance of a CCOC to a subdivision or development under the Coastal Act. The San Luis Obispo County LCP is the only governing document which states that CCOC's are considered development, and as stated above, the LCP can not invalidate provisions of the Government Code. The staff report's assertion that the CCC is not constrained by the Subdivision Map Act in this regard is false.

**III. Assuming Arguendo That a Buffer Policy if Required, Staff's Suggested 585 Foot Agricultural Buffer Zone is Excessive.**

The Patagues' parcel is a narrow strip of land, which is, on average, approximately 128 feet wide and 692 feet long. Although staff is only considering the 30 foot county right-of-way, the title policy for the parcel reflects a 60 foot easement for ingress and egress from the southern border of the parcel, reducing the useable length of the parcel to 632 feet. We have attached a copy of the title policy herein for your information. The County conditioned the Patagues' certificate on a 375 foot agricultural buffer, even though they have been unable to provide proof of any buffer policies in effect in 1971. The County's conditions, in combination with the 60 foot easement, resulted in the restriction of approximately 62% of the Patagues parcel. Now your staff has recommended a 585 foot agricultural buffer zone and 10 foot set back from the 30 foot County right-of-way, which is actually located within the 60 foot easement. Such a condition would result in rendering almost 95% of the Patagues' parcel unusable, leaving them approximately 5.3% to build on, ***and does not leave the Patagues a 10,000 square foot building envelope as the staff report suggests***. Rather, it would leave a strip of land approximately 37 feet wide, consisting of approximately 4736 square feet, within which to build a residence. This condition, if imposed, would constitute a taking from these bonafide purchasers and a violation of the equal protection clause, Government Code and Subdivision Map Act.

It is our opinion that an agricultural buffer zone that would restrict over 94% of the Patagues parcel is inconsistent with the parcel's zoning designation as Residential Suburban, which by definition is designed to serve as the buffer between agricultural zoning and more intensive residential uses. This parcel is ***not zoned for agricultural use***, yet the staff's proposed conditions relegate it to that sole purpose. Furthermore, to condition this property to be maintained for future agricultural uses does not create the buffer between agriculture and residential uses that the Residential Suburban zoning is designed to accomplish.

Although, as discussed above, no buffer policy existed in 1971 which would permit imposition of a buffer zone on the Patagues' parcel, staff has suggested a buffer which goes beyond even those conditions allowed at the time the County issued their CCOC on September 12, 2005. The San Luis Obispo County Agricultural Buffer Policies, adopted in the Agricultural and Open Space Element, in effect at the time the County's CCOC was issued, provides that the largest possible buffer which could arguably be placed on this property is 470 feet from the Patagues' northern boundary or 500 feet from the neighbor's crops. (The neighbor's parcel to the north is zoned agricultural and has a thirty foot road easement separating the Patagues' parcel from the adjacent agricultural use.) In no event should the Patagues be forced to condition their parcel on regulations which were not in effect in 1971, much less conditions which go beyond those regulations which were put into effect over thirty years later.

**IV. The Patagues Have Satisfied All Other Conditions and Findings Required Prior to Issuance of A Conditional Certificate of Compliance.**

The San Luis Obispo County LCP considers CCOCs as subdivisions subject to the requirements of a coastal development permit. This requirement appears to conflict with section 66499.35 of the Government Code in that it places additional requirements on issuance of the certificate than those in effect in 1971. Additionally, because the Patagues never have and currently do not plan to subdivide or develop their parcel themselves, the conditions submitted by staff for issuance of a coastal development permit are nonsensical and unreasonable. For example, standard condition number 1 requires a signed permit to be returned to the Commission office prior to the commencement of any development. Standard condition number 2 requires an expiration date for development of the parcel, after which time the permit will expire. The Patagues have no intention of developing the property, and can make no assurances that any future development will occur within that time period. Does staff suggest that any future owners will have to complete this process again, which has taken over four years for the Patagues thus far and is still ongoing, if the parcel is not developed within two years? This discrepancy provides further proof that the LCP cannot trump the Government Code, as the conditions for a Coastal Development Permit are impracticable in this situation, where no subdivision or development is occurring or anticipated.

The CCC staff report suggests imposition of several conditions purportedly as a means of protecting groundwater and agricultural uses. The staff report claims:

“Although the project site is designated as Residential Suburban rather than Agriculture by the LUP, the site has been historically farmed, is comprised entirely of prime soils, and is surrounded on three sides by agricultural uses. Thus, irrespective of its land use designation, it is clearly within an agricultural area and subject to compliance with Agricultural Policy 2, which regulates the subdivision of prime agricultural soils.”

The staff report asserts that irrigated row crops are being grown on the parcel and the CCOC will therefore diminish the production of at least three crops common to the agricultural economy. As has been established in documents previously submitted to staff, the subject parcel is not being farmed, has not been farmed for years, and the San Luis Obispo County Agricultural Commissioner has determined that the subject parcel is incapable of supporting the production of agriculture. Thus, issuance of a CCOC will have absolutely no effect on agricultural production. In addition, the subject parcel is not surrounded on three sides by agricultural uses as the staff report claims. Its 125.75 foot northern boundary is the only area which lies adjacent to agricultural land. The parcels lying to either side of the Patagues' parcel are zoned Residential Suburban, one of which is not



presently being used for any agricultural purposes, while the other is being used concurrently for residential and agricultural uses. The area lying south of the subject parcel consist of heavy residential development and use. Furthermore, data from the 1990 U.S. census and the California Farmland Mapping and Monitoring Program shows that agricultural land in San Luis Obispo County has increased by 18% from the years 1990 to 2004 (See news article attached hereto.) Therefore, there is no reduction in agricultural land to support this condition.

The soil type on the subject parcel has been determined to be Marimel silty clay loan. A NRCS Soil Survey has concluded and the Patagues have shown that non-irrigated Marimel silty clay loam has a Natural Resource Conservation Service classification of class III, which by definition *does not constitute prime land* (Cal. Land and Conservation Act of 1965 §51201(c)(1)). Thus, the Patagues have shown that the CCOC will not result in a conversion of prime soil or diminish the production of any crops.

It is our position that imposing agricultural zoning restrictions on the subject parcel classified as Residential Suburban in the LCP is contrary to the purpose and intent of the LCP and Residential Suburban zoning designation. The only restraints applicable to the instant parcel are those relevant to Residential Suburban classification. All of the Patagues' anticipated uses for the property fit squarely within the principle permitted uses of that zoning classification, yet staff is attempting to equate their parcel to prime agricultural land and impose agricultural conditions to their CCOC. For example, page 16 of the staff report requires that "water supplies also must continue to be available for existing and potential agricultural use of the property." We contend that the conditions attempting to force these owners of this Residential Suburban property to use it for future agricultural purposes, and allotting a meager 5.3% of the parcel for residential use is contrary to the LCP.

Although the well on the parcel is capable of providing 50 to 60 gallons of water per minute, the staff report claims there may not be sufficient water to serve the parcel. Our clients previously agreed to create a buffer zone across the northern portion of their property, which by definition would prevent extensive agricultural water consumptive uses on that land. Otherwise, another buffer zone would be needed to separate that agricultural use from the residential area to the south. The buffer zone will result in a reduction of water usage on the property, and this reduction must be taken into account when considering the ability to service a single family residence. Again, the CCC cannot force agricultural use within a buffer zone that is intended to *separate* agricultural uses from residential uses. The Patagues are entitled to use their land in accordance with its approved zoning classification, as each of the other parcel owners in this Residential Suburban section have been doing for years. (Note that 7 of the 10 lots which comprised the original parcel at the time of the alleged illegal well site transfer have now been developed, and of the three remaining undeveloped parcels, at least one has been issued an unconditional certificate of compliance.)

#### IV. Conclusion

These bonafide purchasers are entitled to the protection afforded by Gov. Code §66412(b) of a conclusive presumption of legal creation of their lot. To excessively condition the issuance of the mandatory certificate renders this property, which is impossible to farm, useless for residential use as well. The imposition of the staff's recommended conditions on the CCOC in excess of those required by similarly situated neighboring parcels is not only a violation of the Government Code and equal protection clause, but also tantamount to an unconstitutional taking. Although not required to do so, the Patagues agreed to the conditions imposed at the County level as a means to finally ending this long and expensive application process, yet, these concessions by my clients have not been acknowledged and staff has now recommended that the use of over 94% of their property be restricted.

We would appreciate the Commission's consideration of the hardships this appeal has caused and the unique application of the law to these bona fide purchasers of property without notice of any violation. We request that the Commission deny the appeal and approve issuance of the CCOC with no additional conditions.

Very truly yours,

Sullivan & Associates  
A Law Corporation



Shaunna Sullivan

SLS:ejm

encl.

cc: Graciano and Teodora Patague

# VOICES

commentary from the Central Coast and beyond

*fatyuan*

THURSDAY, APRIL 26, 2007

THE TRIBUNE B5

## VIEWPOINT

# Rural lands benefit under proposed housing plans

By JERRY RIOUX

**T**he county of San Luis Obispo has proposed three affordable-housing ordinances that will increase the number of affordable housing units that can be built in unincorporated areas of the county.

These ordinances will change county development policies to 1) require most developments to either include or contribute to affordable housing; 2) require higher density development on land that is already zoned for multifamily housing; and 3) reduce minimum lot sizes and other development standards for land that is generally in urbanized areas.

These ordinances will also result in future housing development being concentrated in and adjacent to already urbanized areas. They will also reduce development in rural areas. Because the proposed ordinances will allow more housing to be built in unincorporated areas, the county commissioned an environmental impact report to assess the impacts of the proposed changes in development policies.

EIRs are supposed to identify and evaluate the environmental impacts of changes in development policies. This



Jerry Rioux is executive director of the San Luis Obispo County Housing Trust Fund.

## HOUSING, AGRICULTURE CAN BOTH GROW

It is possible to add housing units while still maintaining — and even increasing — agricultural acreage. Statistics show that over a 14-year period, SLO County made significant gains in some ag land categories, even though the number of housing units increased by 25 percent.

	1990	2004	Change	% change
Population	90,116	110,138	20,022	22.2%
Housing units	34,607	43,506	8,899	25.7%
<b>Agricultural land (in acres)</b>				
Prime farmland	40,763	40,508	-255	-0.6%
Farmland of statewide importance	12,697	19,750	7,053	55.5%
Unique farmland	27,829	35,697	7,868	28.3%
Total agricultural land	1,024,365	1,027,176	2,811	0.3%

NOTES: POPULATION AND HOUSING FIGURES ARE FOR THE UNINCORPORATED AREAS OF SAN LUIS OBISPO COUNTY. POPULATION AND HOUSING FIGURES FOR 1990 ARE FROM THE U.S. CENSUS. POPULATION AND HOUSING FIGURES FOR 2004 ARE FROM THE CALIFORNIA DEPARTMENT OF FINANCE. ALL AGRICULTURAL ACREAGE IS FROM THE CALIFORNIA FARMLAND MAPPING AND MONITORING PROGRAM.

## HOW TO COMMENT

Comments on the draft EIR for the Affordable Housing Ordinances are due by April 30. Hard copies should be sent to: Jeff Oliveira, County of San Luis Obispo County Government Center, San Luis Obispo CA 93408. Comments may also be e-mailed to [joliveira@co.slo.ca.us](mailto:joliveira@co.slo.ca.us).

EIR seems to judge the impacts of the proposed ordinances against no development in the unincorporated county rather than the development that will occur under current policies. Consequently, the EIR significantly overstates the environmental impacts that the proposed ordinances will have.

The EIR estimates that the ordinances will reduce the number of homes built in rural areas by 3,931 units, or about 50 percent. This will reduce the environmental impacts of development in rural areas. The EIR also acknowledges — in Table 6.6 — that the proposed ordinances will have lower environmental impacts on biological resources, agricultural resources and cultural resources than current development policies. Unfortunately, these facts are not incorporated in the EIR's conclusions.

For example, the EIR concludes that the ordinances will have three Class I (significant and unavoidable) environmental impacts on biological resources. However, because it will significantly reduce development in rural areas, the change from current development policies to the proposed ordinances should have Class IV (beneficial) impacts on biological resources.

The EIR also claims that the ordinances will have vari-

ous Class II (significant but mitigable) impacts on agricultural resources. This conclusion totally ignores the county's long-term land-use trends. Despite significant population increases between 1990 and 2004, the acreage of agricultural land in San Luis Obispo County increased (see table at left). In addition, the combined acreage in the three highest classes of agricultural land increased by 18 percent during this period.

These are only two of many examples of how and why the EIR overstates the environmental impacts of the proposed affordable housing ordinances. The county Board of Supervisors should not accept its conclusions.

And if the EIR is accepted, the Board of Supervisors should unanimously adopt a statement of overriding considerations based on the need for affordable housing and move forward with the proposed ordinances.

The lack of affordable housing is the greatest challenge that we face in San Luis Obispo County. We need to do everything that is reasonably possible to increase the supply of affordable housing for local residents and employees. We also need to minimize the impacts of future development on the rural areas of the county.

By concentrating development at higher densities in urbanized areas and away from rural areas, the proposed affordable housing ordinances will help in both areas.

**Sullivan & Associates**

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**From:** Sullivan & Associates [sullivanlaw@charter.net]  
**Sent:** Thursday, April 19, 2007 4:03 PM  
**To:** 'clester@coastal.ca.gov'  
**Subject:** Patague  
**Attachments:** Insurance policy.pdf

Dear Dr. Lester:

Pursuant to your request, we have attached the insurance policy for Mr. and Mrs. Patague.

Sullivan & Associates  
A Law Corporation  
2238 Bayview Heights Drive, Suite C  
Los Osos, CA 93402  
(805) 528-3355  
(805) 528-3364 fax

*This is a transmission from the Law Firm of Sullivan & Associates, A Law Corporation. This message and any documents that follow this advisement may be confidential and contain information protected by the attorney-client or attorney work product privileges. They are intended only for the addressee. If any attachments require conversion or this transmission is received in error, please call Jennifer Novick at 805-528-3355. Thank you.*

CLTA-1963  
AMENDED 1969

STANDARD COVERAGE

## POLICY OF TITLE INSURANCE

issued by

## SECURITY TITLE INSURANCE COMPANY

Security Title Insurance Company, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereto, which the Insured shall sustain by reason of:

1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule A, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority;

all subject, however, to the provisions of Schedules A and B and to the Conditions and Stipulations hereto annexed.

In Witness Whereof, Security Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

*Bruce M. Jones*  
Secretary



*H. C. Tully*  
President

An Authorized Signature

## CONDITIONS AND STIPULATIONS

### 1. Definition of Terms

The following terms when used in this policy mean:

(a) "land": the land described, specifically or by reference, in Schedule A and improvements affixed thereto which by law constitute real property;

(b) "public records": those records which impart constructive notice of matters relating to said land;

(c) "knowledge": actual knowledge, nor constructive knowledge or notice which may be imputed to the Insured by reason of any public records;

(d) "date": the effective date;

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instruments; and

(f) "insured": the party or parties named as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an Insured herein or not, subject otherwise to the provisions hereof.

### 2. Benefits after Acquisition of Title

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale or other legal manner in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentality acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, this policy shall continue in force in favor of such Insured, agency or instrumentality, subject to all of the conditions and stipulations hereof.

### 3. Exclusions from the Coverage of this Policy

This policy does not insure against loss or damage by reason of the following:

(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land,

or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.

(b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.

(c) Title to any property beyond the lines of the land expressly described in Schedule A, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, or any rights or easements therein; unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways in this policy the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein.

(d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.

(e) Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value without knowledge.

(f) Any "consumer credit protection", "truth in lending" or similar law.

### 4. Defense and Prosecution of Actions - Notice of Claim to be Given by the Insured

(a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the mortgage and in indebtedness covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded

upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claims of title or interest which is adverse to the title of the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or, if an Insured in good faith leases or contracts to sell, lease or mortgage the same, or if the successful bidder at a foreclosure sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title of the estate or interest or the lien of the mortgage as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever

(Conditions and Stipulations Continued and Concluded on Last Page of This Policy)

# CONDITIONS AND STIPULATIONS (Continued and Concluded From Reverse Side of Policy Face)

requested by the Company the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

## 5. Notice of Loss - Limitation of Action

In addition to the notices required under paragraph 4(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

## 6. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or, in case loss is claimed under this policy by the owner of the indebtedness secured by a mortgage covered by this policy, the Company shall have the option to purchase said indebtedness; such purchase, payment or tender of payment of the full amount of this policy, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder. In the event, after notice of claim has been given to the Company by the Insured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

## 7. Payment of Loss

(a) The Liability of the Company under this policy shall in no case exceed, in all, the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and all costs and attorneys' fees in litigation carried on by the Insured

with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company; provided, however, if the owner of an indebtedness secured by a mortgage shown in Schedule B is an Insured herein then such payments shall not reduce pro tanto the amount of the insurance afforded hereunder as to such Insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage. Payment in full by any person or voluntary satisfaction or release by the Insured of a mortgage covered by this policy shall terminate all liability of the Company to the insured owner of the indebtedness secured by such mortgage, except as provided in paragraph 2 hereof.

(e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

## 8. Liability Noncumulative

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage shown or referred to in Schedule B hereof or any mortgage hereafter executed by the Insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment to the Insured under this policy. The provisions of this paragraph numbered 8 shall not apply to an Insured owner of an indebtedness secured by a mortgage shown in Schedule B unless such Insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

## 9. Subrogation upon Payment or Settlement

Whenever the Company shall have

settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies which the Insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

If the Insured is the owner of the indebtedness secured by a mortgage covered by this policy, such Insured may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the mortgage, or release any collateral security for the indebtedness, provided such act does not result in any loss of priority of the lien of the mortgage.

## 10. Policy Entire Contract

Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the lien of the mortgage covered by this policy or the title of the estate or interest insured herein must be based on the provisions of this policy.

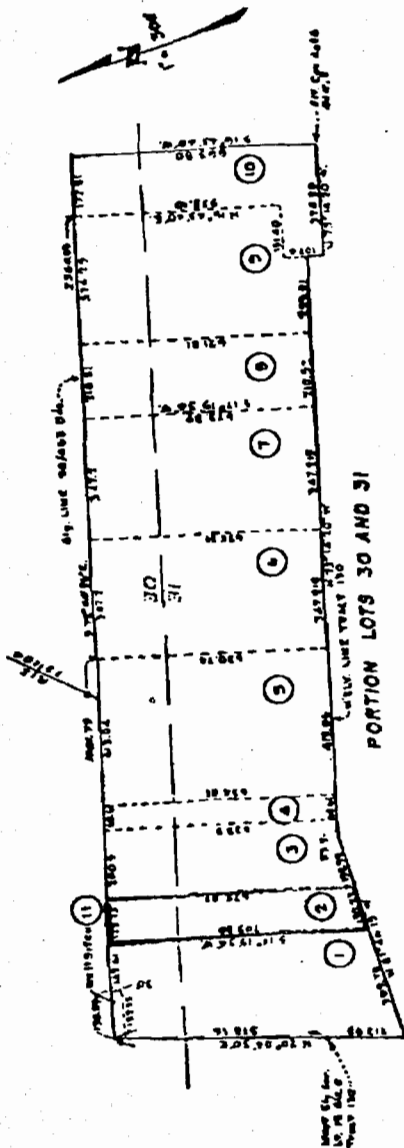
No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

## 11. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy or to its Home Office, 13640 Roscoe Boulevard, Panorama City, California 91409.

12. THE PREMIUM SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.

TAX AREA CODE NO. 74-222



"THIS PLAT IS INCERTED AS A MATTER OF INFORMATION ONLY, AND WHILE THE SAME IS COMPILED FROM INFORMATION WHICH WE BELIEVE TO BE CORRECT, NO LIABILITY IS ASSUMED BY THIS COMPANY AS TO THE CORRECTNESS OF SAID INFORMATION."

SECURITY TITLE INSURANCE COMPANY

RANCHO CANADA DE LOS OSOS  
AND LA LAGUNA  
SAN LUIS OBISPO COUNTY  
CALIFORNIA

NOTE—ASSESSOR'S BLOCK & LOT NUMBERS SHOWN IN CIRCLES





# SECURITY TITLE INSURANCE COMPANY

1043 MARSH STREET -- P.O. BOX 1145 -- SAN LUIS OBISPO, CALIF. 93401 -- (805) 543-8211

Please Detach and Return This Portion With Your Remittance

DATE November 30, 1971

Mr. and Mrs. G. A. Patague  
1230 Santa Ynez  
Los Osos, Ca. 93401

PROPERTY DESCRIPTION:

Ptn Lots 30 & 31, Rho Canada  
de Los Osos

Our Order No. 90659-M Account No. \_\_\_\_\_ Amount D \$ 101.75

Our Order No. 90659-M Your No. \_\_\_\_\_ Date 11-30-71

## POLICY OF TITLE INSURANCE:

Owners or Joint Protection **\$7000**  
ALTA  
Indorsement No. \_\_\_\_\_

## OTHER FEES:

Escrow Fee  
Recon Fee  
Drawing Fee deed

## MONEY ADVANCED: -

Recording Fee Deed (Menor-Patague)  
Recording Trust Deed  
Recording Recon  
Transfer Tar  
Taxes Paid

*Prepared  
11-8-71*

CODE		
	86.75	
1	Sub.	86.75
8		4.50
	2.80	
	7.70	
50	Sub.	10.50
	TOTAL	101.75
	CREDIT	

PAY THIS AMOUNT 101.75

05-1-B (G.S.) 11-68

SECURITY TITLE INSURANCE COMPANY

1043 MARSH STREET -- SAN LUIS OBISPO, CALIFORNIA

P-218-A (G.S.) Rev.  
California Land Title Association  
Standard Coverage Policy Form  
Copyright 1963

**SCHEDULE A**

Effective                      Amount of liability: **\$ 7,000.00**  
Date: **November 30, 1971 at 8:30 a.m.**

Policy No: **90659 SLR**  
Premium **\$86.75 (A-2-a)**

**INSURED**

**GRACIANO A. PATACUE AND TEODORA M. PATACUE**

1. The estate or interest in the land described or referred to in this schedule covered by this policy is:

**A Fee as to Parcel 1  
An easement as to Parcels 2 and 3**

2. Title to the estate or interest covered by this policy at the date hereof is vested in:

**GRACIANO A. PATACUE AND TEODORA M. PATACUE,  
husband and wife, as Joint Tenants**

3. The land referred to in this policy is situated in the State of California, County of **San Luis Obispo**  
and is described as follows:

**SEE DESCRIPTION ATTACHED**

**PARCEL 1:**

That portion of Lots 30 and 31 of the Subdivisions of Ranchos Canada de Los Osos and La Laguna, according to Map made by Jas. T. Stratton and filed for record in Book A at page 83 of Maps, described as follows:

Beginning at the most Easterly corner of lot 12 in Block 6 of Tract No. 130 according to Map recorded June 2, 1959 in Book 6, at page 21 of Maps; thence North  $20^{\circ} 04' 20''$  East, 578.14 feet; thence South  $72^{\circ} 40' 26''$  East along the Southerly line of the property described in Book 90, at page 463 of Deeds, 273.50 feet to the most Easterly corner of the land described in deed to Ray Ocol, a married man, recorded December 31, 1964 in Book 1331 at page 274 of Official Records, and the true point of beginning of the land herein described; thence South  $17^{\circ} 19' 34''$  West along the Southeasterly line of said land of Ocol, 709.80 feet to the Northeasterly line of said Tract No. 130; thence along said Northeasterly line South  $87^{\circ} 46' 19''$  East 130.25 feet to the most westerly corner of the land described in deed to Bernardo Patague et ux, recorded December 31, 1964 in Book 1331 at page 279 of Official Records; thence North  $17^{\circ} 19' 34''$  East along the Northwesterly line of said land of Patague, 675.87 feet to said Southerly line of land described in Book 90 at page 463 of Deeds; thence North  $72^{\circ} 40' 26''$  West along said Southerly line 125.75 feet to the true point of beginning.

Excepting therefrom one-half of oil and mineral rights in, under or upon said property; as reserved in deeds dated June 24, 1958 and July 17, 1958 and recorded August 29, 1958 in Book 955 at pages 263 and 265 of Official Records.

**PARCEL 2:**

A non-exclusive easement for road purposes over a strip of land 60 feet in width being a portion of Lot 31 of the Subdivisions of Ranchos Canada de Los Osos and La Laguna, according to Map made by Jas. T. Stratton and filed for record in Book A, at page 83 of Maps, described as follows:

Beginning at the most Easterly corner of lot 12 in Block 6 of Tract No. 130, according to Map recorded June 2, 1959 in Book 6 at page 21 of Maps; thence along the North-easterly line of said Tract No. 130 South  $16^{\circ} 45' 40''$  West, 213.03 feet, and South  $87^{\circ} 46' 19''$  East, 309.78 feet to the true point of beginning; thence North  $17^{\circ} 19' 34''$  East to a point on a line parallel with said distant 60 feet from the North-easterly line of said Tract No. 130; thence along said parallel line, being 60 feet Northeasterly of the Northeasterly line of said Tract No. 130 and measured at right angles thereto, South  $87^{\circ} 46' 19''$  East, and South  $73^{\circ} 14' 20''$  East to a point on the Northeasterly extension of the Southeasterly line of Sombrero Drive, as shown on the Map of said Tract No. 130; thence South  $16^{\circ} 45' 40''$  West along said extension, 107.40 feet to the Northeasterly line of said Tract No. 130; thence along said Northeasterly line North  $73^{\circ} 14' 20''$  West, 60 feet; North  $16^{\circ} 45' 40''$  East, 47.40 feet; North  $73^{\circ} 14' 20''$  West, 1668.83 feet, and North  $87^{\circ} 46' 19''$  West, 283.23 feet to the true point of beginning.

**PARCEL 3:**

A non-exclusive easement for drainage purposes over a strip of land 10 feet in width in Lot 30 of the Subdivisions of Ranchos Canada de Los Osos and La Laguna, according to map made by Jas. T. Stratton and filed for record in Book A, at page 83 of Maps, the Northeasterly line of said 10 foot easement being described as follows:

Beginning at the most Easterly corner of Lot 12 in Block 6 of Tract No. 130, according to Map recorded June 2, 1959 in Book 6 at page 21 of Maps; thence North  $20^{\circ} 04' 20''$  East, 578.14 feet to the true point of beginning; thence South  $72^{\circ} 40' 26''$  East along the Southerly line of the property described in Book 90 at page 463 of Deeds, 1986.70 feet.

P 216 B (C S I)  
California Land Title Association  
Standard Coverage Policy Form  
Copyright 1963

# SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

## PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

## PART II

### 1. General and special taxes for the fiscal year 1971-72;

First installment : \$23.75  
Second installment : \$23.75  
Parcel Number : 74-222-02  
Cada Area : 112-68

### 2. A non-exclusive easement as conveyed in deed;

Recorded : December 31, 1964 in Book 1331 at page 263 of Official Records  
Conveyed to : Ray Ouel et al  
Affects : Southwesterly 60 feet of Parcel 1  
Purpose stated : Road and incidental purposes

### 3. A non-exclusive easement as conveyed in deed;

Recorded : December 31, 1964 in Book 1331 at page 263 of Official Records  
Affects : Ray Ouel et al  
Purpose stated : The Northeasterly 10 feet of Parcel 1  
Purpose stated : Drainage and incidental purposes

### 4. An easement as conveyed in deed;

Recorded : December 31, 1964 in Book 1331 at page 267 of Official Records  
Conveyed to : Los Ocos Valley Memorial Park, Inc., a corporation  
Affects : The Northeasterly 10 feet of Parcel 1  
Purpose stated : Pipe lines and incidental purposes

# CHICAGO TITLE INSURANCE COMPANY



March 16, 2004

Shaunna Sullivan  
SULLIVAN & CORCORAN  
A Law Corporation  
2238 Bayview Heights Dr. #C  
Los Osos, CA 93402

MAR 18 2004

JACQUELINE J. GIBSON  
VICE PRESIDENT  
ASSOCIATE COUNSEL

Re: Chicago Claim: Graciano and Teodora Patague  
Chicago Claim No.: 141426.2  
Chicago Order No.: 90659 [CTC-San Luis Obispo]  
Property Address: Vacant Lot, Los Osos, CA

Dear Ms. Sullivan:

In response to communications received in this office, an investigation into the facts and circumstances surrounding the submitted claim has been conducted. This letter represents Fidelity National Title Insurance Company's ("Fidelity's") coverage analysis regarding its duties and/or obligations pursuant to the terms of the policy.

## FACTUAL BACKGROUND

Per Fidelity's understanding, the San Luis Obispo County Department of Planning and Building notified the insureds that the property shown in Schedule A of the policy is an illegal parcel in violation of the Subdivision Map Act. Per the County, a Certificate of Compliance must be obtained to bring the property in compliance.

## POLICY COVERAGE

On November 30, 1971, Fidelity issued its CLTA Standard Coverage Policy in the amount of \$7,000.00 to Graciano and Teodora Patague. Subject policy insured the Patague's ownership interest in the property located in San Luis Obispo County

As a named insured, the Patagues are entitled to the coverages afforded by the issued policy; however, they are also bound by the limitations, exclusions and exceptions found within the policy. Specifically, pursuant to Paragraph 3 (a) of the Exclusions from Coverage, the following matters are excluded from policy coverage and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

Any law, ordinance or governmental regulation (including but not limited to building or zoning ordinances) restricting or regulating or prohibiting the occupancy, use, or enjoyment of the land; or regulating the character, dimensions or location

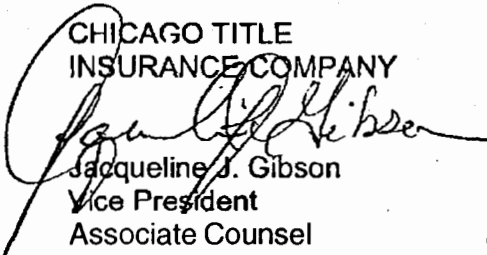
Shaunna Sullivan  
March 16, 2004  
Page 2

of any improvement now or hereafter erected on said land;  
or prohibiting a separation in ownership or a reduction in the  
dimensions or area of any lot or parcel land.

As the above policy provision is applicable, it is Fidelity's coverage position that it has no duty or obligation to act on behalf of the Patagues in connection with the submitted matter. However, as Fidelity takes the denial of a claim very seriously, you are encouraged to submit any additional information which you believe may have a bearing on our current position. Please forward any additional information within the next thirty (30) days.

In the interim, if additional information is needed, please so advise.

Sincerely,

CHICAGO TITLE  
INSURANCE COMPANY  
  
Jacqueline J. Gibson  
Vice President  
Associate Counsel

JJG/mm

Enclosure: Notice to Insured Claimant

Cc: Sheryl Taylor  
Title Officer/Department Manager



Shaunna Sullivan / Principal  
Emily Mouton / Associate

April 23, 2007

W10a  
**RECEIVED**

APR 25 2007

CALIFORNIA  
COASTAL COMMISSION  
CENTRAL COAST AREA

California Coastal Commission  
c/o Katie Morange  
Central Coast District Office  
725 Front Street, Suite 300  
Santa Cruz, CA 95060

*Re: CCC Appeal No. A-3-SLO-05-072  
Hearing Date: May 9, 2007; Agenda No. W10a  
Patague, Graciano and Teodora*

Dear Ms. Morange and Commissioners:

I represent Graciano and Teodora Patague, owners of real property in Los Osos, California, which is the subject of the CCC appeal referred to above. We submit the following written materials that were previously provided to staff as exhibits for review by the Commission with the staff report. Unfortunately, this correspondence crossed in the mail and did not get attached to the staff report.

Thank you for your consideration.

Very truly yours,

Sullivan & Associates  
A Law Corporation

A handwritten signature in black ink, appearing to be "Shaunna Sullivan", written over a horizontal line.

Shaunna Sullivan

SLS:ejm

encl.

cc: Graciano and Teodora Patague







Shaunna Sullivan / Principal  
Emily Mouton / Associate

April 20, 2007

**RECEIVED**

APR 25 2007

CALIFORNIA  
COASTAL COMMISSION  
CENTRAL COAST AREA

Dr. Charles Lester  
Senior Deputy Director  
California Coastal Commission  
45 Fremont Street, Suite 2000  
San Francisco, CA 94105-2219

Via Facsimile (415)904-5400  
Via Email [clester@coastal.ca.gov](mailto:clester@coastal.ca.gov)

Dr. Charles Lester  
Senior Deputy Director  
California Coastal Commission  
725 Front Street, Suite 300  
Santa Cruz, CA 95060-4508

Via Facsimile (831)427-4877

. Re: Commission Appeal No. A-3-SLO-05-072  
Applicants: Teodora & Graciano Patague, APN # 074-222-002  
Local Permit No. S030112C/CO 03-0354

Dear Dr. Lester:

Yesterday we sent you a copy of the title policy for the Patague parcel with our correspondence. Please note that the policy reflects a 60 foot easement for ingress and egress from the southern border of the parcel. Thus, even though the county has conditioned their certificate of compliance on a dedication to the county of only a 30 foot road easement, the recorded easement listed in the title policy absolutely prevents the Patagues from building or otherwise utilizing any portion of the southernmost 60 feet of the property.

The parcel only stretches approximately 692 feet north from the southern border (after averaging the lengths of the east and west boundary lines, which actually differ by about 34 feet) and is, on average, approximately 128 feet wide. If the CCC imposed a 585 foot buffer from the northern property line as you indicated yesterday, in addition to the 60 foot easement established prior to the Patagues' purchase and listed in their title policy, the Patagues would be left with a strip of usable land less than 50 feet wide across their parcel. Our estimated calculations show that the remaining usable strip of land between the proposed buffer and 60 foot easement would be less than 48 feet wide. This strip would constitute an area of approximately 6125 square feet. Please note that if the proposed buffer of 585 feet were put into effect in combination with the 60 foot recorded easement, over 93% of the

2238 Bayview Heights Drive, Suite C, Los Osos, California 93402 • (805) 528-3355 • Fax (805) 528-3364  
[sullivanlaw@charter.net](mailto:sullivanlaw@charter.net)

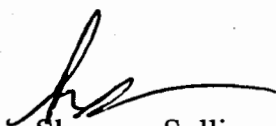
Dr. Charles Lester  
April 20, 2007  
Page 2

Patagues parcel would be rendered unusable, leaving them approximately 6.9% to build on.

Please include this correspondence with our earlier correspondence in the staff report.  
If you have any questions or comments, please feel free to contact me.

Very truly yours,

Sullivan & Associates  
A Law Corporation



Shaunna Sullivan

SLS:ejm

cc: Graciano and Teodora Patague

STATE OF CALIFORNIA - THE RESOURCES AGENCY

ARNOLD SCHWARZENEGGER, Governor

## CALIFORNIA COASTAL COMMISSION

CENTRAL COAST DISTRICT OFFICE  
725 FRONT STREET, SUITE 300  
SANTA CRUZ, CA 95060  
(831) 427-4863

**RECEIVED**

APR 30 2007

CALIFORNIA  
COASTAL COMMISSION  
CENTRAL COAST AREA

Request for PostponementRe: Application No. A-94-78-A1

I hereby request a postponement of the referenced application from its scheduled Commission public hearing date. I do so as a matter of right pursuant to Public Resource Code 13073(a), and acknowledge that I may be granted only one right to postponement. I also agree to waive any applicable time limits for Commission action pursuant to Public Resources Code 13073(c) on the above-referenced application. I understand I must provide another set of stamped, addressed envelopes to meet public notice requirement consistency with CCR 14 Section 13054. These must be received in the District Office by \*. I request that the referenced application be scheduled:

- ( ) for consideration at the next possible Southern California Commission meeting.
- ( ) for consideration at the next possible Northern California Commission meeting.

\* Per Diana Chapman, they will inform us when to submit envelopes.

(I understand that the application may need to be scheduled without regard to the Southern/Northern California preference, for reasons beyond the control of the Commission.)

☒ for consideration after staff and I have had additional time to discuss the project.

☒ Other (explain) July 2007 meeting per conversation with staff.

4-30-07

Date

John A. Bridges  
Signature of applicant or authorized agent representative  
Attorney for applicant